

# **MONROE COUNTY REQUEST FOR QUALIFICATIONS [RFQ]**

## **Application Developer Services**

Release Date: 04/27/2012

Response Deadline: 05/25/2012



**Maggie Brooks**  
*County Executive*

Monroe County  
Department of Human Services  
111 Westfall Road  
Rochester, NY 14614  
[monroecounty.gov](http://monroecounty.gov)

## **NO RESPONSE FORM**

**If you choose not to respond to this Request for Qualifications, please fax this form back to MONROE COUNTY at your earliest convenience, to the attention of:**

Kim DeLuca  
Monroe County Office of Purchasing & Central Services  
200 County Office Building  
39 West Main Street  
Rochester, NY 14614  
Fax (585) 753-1104

**Name of RFQ:** Application Developer Services

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Contact:** \_\_\_\_\_

**Contact Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Reason for No-Response:** \_\_\_\_\_

Project capacity. \_\_\_\_\_

Cannot quote competitively. \_\_\_\_\_

Cannot meet delivery requirements. \_\_\_\_\_

Cannot meet specifications. \_\_\_\_\_

Do not want to do business with Monroe \_\_\_\_\_

County. \_\_\_\_\_

\*Other: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Suggested changes to RFQ** \_\_\_\_\_

Specifications for next \_\_\_\_\_

Request for Qualifications \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\* Other reasons for not responding might include insufficient time to respond, do not offer product or service, specifications too stringent, scope of work too small or large, unable to meet insurance requirements, cannot meet delivery or schedule requirements, etc.

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## **SECTION 1 – INVITATION TO PARTICIPATE**

### **1.1 Purpose and Objective**

Monroe County is seeking qualifications from qualified individuals or entities to provide **application development** services and support for locally developed **intranet and client server** applications in use within the Monroe County Department of Human Services [MCDHS] located at 111 Westfall Road. Respondents must demonstrate proven knowledge and experience with **the technologies and tools used to construct the systems** identified in Section 2.2 of this document. The County's objective is to ensure continuity of applications development and maintenance of daily operational **intranet and client server** applications for the Monroe County Department of Human Services.

Due to the complexities of human services reporting and mandates, MCDHS needs to work with one specific application developer. Funding does not allow for training multiple developers on the workings of human services.

As a result of this Request for Qualifications ("RFQ"), Monroe County intends to enter into a contract with one selected individual or entity beginning on or about August 1, 2012. The County has budgeted **a maximum of \$80,000 for these services. Respondents should specify an hourly rate for services.** Payment will be rendered for actual work performed only and must be supported by monthly work logs that include: date, number of hours and services provided.

In responding to this RFQ, Respondents must follow the prescribed format as outlined in Section 3. By so doing, each Respondent will be providing the County comparable data submitted by other Respondents and, thus, be assured of fair and objective treatment in the County review and evaluation process. The County's objective is to enter into a twelve month agreement with the option to renew for four (4) additional one-year terms.

### **1.2 RFQ Coordinator; Issuing Office**

This Request for Qualifications ("RFQ") is issued for Monroe County. The RFQ Coordinator, identified below, is the sole point of contact regarding this RFQ from the date of issuance until the selection of the successful Respondent.

Kim DeLuca, Contract Management Coordinator  
Monroe County Office of Purchasing & Central Services  
200 County Office Building  
39 West Main Street  
Rochester, NY 14614  
Fax: (585) 753-1104  
Email: [kdeluca@monroecounty.gov](mailto:kdeluca@monroecounty.gov)

**Only those Respondents who have registered and received a copy of this RFQ via the County website at [www.monroecounty.gov/bid/rfps](http://www.monroecounty.gov/bid/rfps) will receive addenda, if issued.**

### 1.3 County's Rights and Intentions

The County shall have the right at any time to withdraw this RFQ, to issue amendments or addenda thereto, to issue a new RFQ, to extend or otherwise change any deadlines or time periods, to reject all or any proposals received, to interview all, any or none of the firms so responding, to invite any firm specifically to respond to this RFQ, or to award one or more or no contracts for the provision of all or any portion of the services described herein on such terms and/or conditions as the County may deem necessary or desirable. The County's actions and decisions in this regard shall be within the sole and complete discretion and judgment of the County, exercisable by the County solely as it sees fit. The County shall have no responsibility or liability to any individual or entity whatsoever for any claimed cost, expense, loss, judgment, damage or liability of any kind, direct or indirect, with respect to or arising out of the issuance of this RFQ, any responses thereto, any errors, omissions, or misstatements of fact contained herein or any other documents or information provided by the County or any actions, inactions, decisions or omissions by the County with respect thereto.

### 1.4 Timeline

The schedule of events for this RFQ is anticipated to proceed as follows:

- ◆ This RFQ will be distributed on April 27, 2012.
- ◆ All requests for RFQ clarification must be submitted in writing to the RFQ Coordinator at the address provided in Section 1 and received no later than 3:00 PM EST on May 4, 2012.
- ◆ All questions will be answered and documented in writing as an Addendum to the RFQ. These will be sent out to all Respondents who received the original RFQ no later than May 11, 2012.
- ◆ **Final RFQ submissions must be received by 3:00 PM EST on May 25, 2012** at the address shown in Section 1. The right to withdraw will expire on this date and time.

### 1.5 Overview of the Organization

Monroe County is located in the Finger Lakes Region of New York State, where the Genesee River meets the south shore of Lake Ontario. Monroe County has a population of over 735,000 residents. The County is comprised of 19 towns, 10 villages and the City of Rochester, the third largest city in New York State.

Monroe County government, with a workforce of approximately 4,600 full and part-time employees, has an annual operating budget close to \$1 billion. County government provides a variety of services, including: public safety, health and human services, economic development, recreation, transportation and environmental services. Monroe County also owns and operates the Greater Rochester International Airport and leases and operates the Seneca Park Zoo.

Monroe County is a community of innovators on the cutting edge of scientific research and discovery; a community of entrepreneurs, home to some of the world's best known brands

and fastest growing companies; and, a community recognized for its leadership in arts, culture, and higher education.

The Department of Human Service via the Commissioner of Human Services supervises the planning and delivery of all department programs, provides central policy direction and manages department personnel. Staff in Central Administration also performs financial analysis, develop the department's annual budget request and perform other business process related activities. One of the purviews of the Division of Administration and Purchased Services under Central Administration is to ensure the coordination and maximization of limited resources throughout the entire department through improved business processes, utilization of technology and management of key cross-systems initiatives.

The Welfare Management System ("WMS") Support group maintains the four major state Social Service computer systems: 1) Office of Temporary and Disability Assistance Welfare Management System, 2) Department of Health WMS/Electronic Eligibility Determination Subsystem, 3) Office of Children and Family Services Child Welfare Connections System and 4) NYS Benefit Issuance and Control System ("BICS"). In addition, this group supports locally developed personal computer applications and the department's voice/data infrastructure.

## **SECTION 2 - BACKGROUND/SCOPE OF WORK**

### **2.1 BACKGROUND**

MCDHS has developed numerous intranet and client/server applications that support the day-to-day operations of the organization which has over 1,000 employees. These applications range in size from small workgroup applications to enterprise wide systems. MCDHS only has one full time developer to meet the demands of maintaining/enhancing current applications and developing new ones. These services will supplement the MCDHS developer's workload.

### **2.2 REQUIRED EXPERIENCE**

Respondents will be rated on their ability to demonstrate proficiency with the tools in the following list. Added weight will be given to the items 1 – 6:

- 1. Visual Studio.NET 2008 (specifically ASP.NET and VB.NET)*
- 2. ASP*
- 3. MS SQL Server 2000 and 2005*
- 4. HTML and CSS*
- 5. VBScript and JavaScript*
- 6. Ajax technologies*
- 7. Visual Basic 6.0*
- 8. Internet Information Services 7*
- 9. Microsoft Office 2007 and 2010 (especially Access)*
- 10. Windows Scripting*
- 11. SharePoint 3.0 and 2010 configuration*
- 12. DHTML Behaviors*

In addition, the service provider should have strong interpersonal skills to facilitate productive interactions with end users and demonstrate the ability to translate user requirements expressed in a non-technical manner into technical specifications.

MCDHS requires a qualified individual or entity with proven knowledge or experience to support a variety of in house developed applications. These applications and their underlying technologies include, but are not limited to:

<b>Name</b>	<b>Description</b>	<b>Technologies</b>
1. DSS-Net	application framework	ASP, SQL Server
2. Annex	task assignment/tracking	ASP.Net,SQL Server
3. WRATS	appointment system	ASP, SQL Server
4. RUST	transaction reconciliation	ASP.NET, SQL Server, Win Script
5. CSR-QC System quality review		ASP.NET, SQL Server
6. Fair Hearing System	hearing tracking	ASP.NET, SQL Server
7. SIR	complaint/issue tracking	ASP.NET, SQL Server
8. BICS Reports Online	online State reports	ASP, SQL Server, VB6
9. 989 Automation	mail merge to landlords	Word, SQL Server

10. 989 History Search	lookup past 989's	ASP.NET, SQL Server
11. Housing	emergency housing track	ASP, SQL Server
12. iDHS	online information	ASP.NET, SQL Server
13. iTemplates	online document templates	ASP.NET, SQL Server, Word
14. DHS Junction	online forum and portal	SharePoint 3.0
15. AD Review	disability tracking	Access
16. Domestic Violence Sys	appointment system	VB6
17. Homefinding System	child/home matching	Access
18. Investigations	referral tracking system	ASP, SQL Server
19. TEAP	appointment system	VB6
20. SSG Help Desk	online help desk	ASP, SQL Server
21. Managed Care Sys	HMO tracking	ASP, VB6, SQL Server
22. Address Split	search by address	ASP, VB6, SQL Server
23. SDX	state data exchange	ASP, VB6, SQL Server
24. PEPR	energy reconciliation	ASP, VB6, SQL Server
25. New Hires	employment report	ASP, VB6, SQL Server
26. CSEU Reports	online State reports	ASP, VB6, SQL Server
27. BICS Scheduler	automated scheduler	Word VBA, SQL Server

## **2.3 SCOPE OF SERVICES**

### **Responsibilities**

Application development projects will be assigned and prioritized by the MCDHS Supervisor of the Systems Support Group.

The service provider will be required to provide detailed time estimates for each development project assigned. The service provider will consult closely with the MCDHS developer to assure adherence to local application development standards and conventions. The service provider will interact frequently with end users



## **SECTION 3 – SPECIFIC PROPOSAL REQUIREMENTS**

### **3.1 Submission of Respondent's Proposal**

- A. Acceptance Period and Location.** To be considered, Respondents must submit a complete response to this RFQ. Respondents not responding to all information requested in this RFQ or indicating exceptions to those items not responded to may have their proposals rejected as being non-responsive.

Sealed proposals must be received at the address below on or before 3:00 p.m. Eastern Standard Time, on **May 25, 2012**.

Kim DeLuca, Contract Management Coordinator  
Monroe County Office of Purchasing & Central Services  
200 County Office Building  
39 West Main Street  
Rochester, NY 14614  
Fax: (585) 753-1104  
Email: [kdeluca@monroecounty.gov](mailto:kdeluca@monroecounty.gov)

Refer to Section 3 for further detail regarding response formats and requirements. There will be no public opening of the proposals.

- B. Withdrawal Notification.** Vendors receiving this RFQ who do not wish to submit a proposal should reply with the “No Response Form” [page 2 of this RFQ] to be received by the indicated contact on the form no later than the proposal submission date. This RFQ is the property of Monroe County and may not be reproduced or distributed for purposes other than proposal submission without the written consent of the Monroe County Attorney.
- C. Required copies.** Respondents must submit one (1) signed original Proposal and four (4) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as “Proposal for Application Developer Services.”** The Respondent must also respond electronically in addition to submitting hardcopies of its proposal as provided above. Electronic submission may be via flash drive, CD, or email. The Respondent will make no other distribution of proposals. An official authorized to bind the Respondent to its provisions must sign proposals.
- D. Economy of Preparation.** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFQ. Expensive bindings, color displays, promotional material, etc. are not necessary or desired. **Emphasis should be concentrated on accuracy, completeness, and clarity of content.** All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as “Respondent complies” or “Respondent understands” should be avoided.

### 3.2 Response Date

To be considered, sealed proposals must arrive on or before the location, time and date specified in Section 3. 1. A. **Requests for extension of the submission date will not be granted.** Respondents mailing proposals should allow ample delivery time to assure timely receipt of their proposals

### 3.3 Clarification of RFQ and Questions

Questions that arise prior to or during proposal preparation must be submitted **in writing or via email** pursuant to instructions in Section 1 of this Request for Qualifications. Questions and answers will be provided to all Respondents who have received RFQs and must be acknowledged in the RFQ response. No contact will be allowed between the Respondent and any other member of the County with regard to this RFQ during the RFQ process unless specifically authorized in writing by the RFQ Coordinator. Prohibited contact may be grounds for Respondent disqualification.

### 3.4 Addenda to the RFQ

In the event it becomes necessary to revise any part of this RFQ, addenda will be provided to all that received the basic RFQ. **An acknowledgment of such addenda, if any, must be submitted with the RFQ response. Applicants will only receive notices of addenda by downloading the original RFQ document via the Monroe County website at [www.monroecounty.gov](http://www.monroecounty.gov).**

### 3.5 Organization of Proposal

This section outlines the information that must be included in your response. Please respond with your information in the same order as the items in the section. All submissions shall be submitted as simply as possible and provide a straightforward, concise description of the capability of the proposer to satisfy the requirements of the RFQ and **shall not exceed 10 pages in length**, excluding resumes and machine specifications. Expensive bindings, color displays, promotional material, etc. are neither necessary nor desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as "consultant complies" or "consultant understands" should be avoided.

Each response to the RFQ should be accompanied by a letter of transmittal not exceeding two (1) page that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the Vendor to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number, and e-mail address for the contact person.

**A. Transmittal Letter.** Each response to the RFQ should be accompanied by a letter of transmittal not exceeding two (1) page that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the Vendor to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number and e-mail address for the contact person.

**B. Table of Contents.** Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.

**C. Company Information.** Provide information related to yourself or your company and any company you are proposing to use as sub-contractors. Specifically address the following:

1. Year the company was organized.
2. Identification of company ownership.
3. Total gross revenues of the company covering the last three years.

**D. Experience.** Provide information that clearly demonstrates your organization's prior experience and background (both business and technical) in engagements similar to this project. This section must include:

A list of all public sector clients in the State of New York over the last three years, along with the dates of engagement for each client. Include the following information for each public sector client:

- a. Name and address of the client;
- b. Name and telephone number of contact person;
- c. Summary of the services provided to each client.

**E. Qualifications.**

Minimum specific qualification requirements are as follows:

1. Minimum 2 years experience in web application development utilizing the tools listed in section 2.2.
2. Minimum 2 years experience in database development utilizing database tools listed in section 2.2.
3. Minimum 2 years experience in systems analysis, design, and documentation.

Provide information that clearly demonstrates your organization is qualified and competent to provide the requested services:

1. Resumes for key personnel to be involved in providing services to the County.
2. List any licenses, certifications or education required to perform these services.

**F. Cost Proposal.** Respondent must provide the proposed hourly rate of compensation for these services.

**G. Insurance Requirements.** The Contractor shall procure and maintain at its own expense until final completion of the work covered by the contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his subcontractors.

The successful Contractor shall furnish to the County a certificate or certificates of insurance in a form satisfactory to the Monroe County Attorney showing that he has complied with all insurance requirements set forth in the contract for services, that certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the County. Except for Workers' Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this proposal solicitation. The kinds and amounts of insurance are as follows:

- A. WORKERS' COMPENSATION AND DISABILITY INSURANCE: A policy covering the operations of the Contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under contract, whether performed by him or by his subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Workers' Compensation Law known as the Disability Benefits Law (chapter 600 of the Laws of 1949) and amendments hereto.
- B. LIABILITY AND PROPERTY DAMAGE INSURANCE issued to the Contractor naming Monroe County as an additional insured, and covering liability with respect to all work performed by him under the Contract. The minimum limits for this policy for property damage and personal injury shall be \$1,000,000 per occurrence, \$3,000,000 aggregate covered under liability and damage property. All of the following coverage shall be included:
  - Comprehensive Form
  - Premises-Operations
  - Products/Completed Operations
  - Contractual Insurance covering the Hold Harmless Provision
  - Broad Form Property Damage
  - Independent Consultants
  - Personal Injury
- C. CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE issued to the Respondent and covering the liability for damages imposed by law upon the said Respondent for the acts or neglect of each of his subcontractors with respect to all work performed by said subcontractors under the Contract. If the respondent does not subcontract any of the work performed, this coverage is not required.
- D. PROFESSIONAL LIABILITY INSURANCE covering errors and omissions of the Contractor with minimum limits of \$1,000,000 per occurrence, and \$3,000,000 aggregate coverage.
- E. MOTOR VEHICLE INSURANCE issued to the Contractor and covering liability and property damage on the Contractor's vehicles in the amount of \$1,000,000 per occurrence.

**H. Exceptions to the Standard Monroe County Contract.** For all exceptions to the Standard Monroe County Contract, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the Standard Monroe County Contract," the section number of any requirement to which an exception is being taken and an explanation of their position. It is not intended that new contract wording be proposed by the Respondent, but rather that the Respondent explain their position so that the conflict can be evaluated. If no exceptions are noted, the Respondent is presumed to have agreed with all sections of the standard contract.

### 3.6 Method of Evaluation

Selected personnel from Monroe County will form the evaluation committee for this RFQ. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFQ and make a selection of the individual/entity best able to provide these requested services.

Responses to this RFQ will be evaluated according to criteria that the County deems pertinent to these services, which may include, but may not be limited to, the following:

♦ Understanding of the Project	20%
♦ Qualifications	40%
♦ Experience on Similar Projects	20%
♦ Cost	10%
♦ Local Office/Support	10%

The awarded respondent will be required to provide Monroe County with a *Word* version of its final qualifications.

### 3.7 Oral Presentation

Respondents who submit a proposal may also be required to make an oral presentation of their proposal to the County. These presentations will provide an opportunity for the Respondent to clarify their proposal to ensure a thorough mutual understanding. ***In this setting the county may require the respondent to demonstrate competence by interpreting samples of code, SQL statements, etc.*** At the same time, Monroe County is under no obligation to offer any Respondent the opportunity to make such a presentation.

### 3.8 Investigations

The County reserves the right to conduct any investigations necessary to verify information submitted by the Respondent and/or to determine the Respondent's capability to fulfill the terms and conditions of the RFQ documents and the anticipated contract document. The County reserves the right to visit a prospective Respondent's place of business to verify the existence of the company and the management capabilities required to administer this agreement. The County will not

consider Respondents that are in bankruptcy or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract.

## **SECTION 4 - GENERAL INFORMATION FOR THE RESPONDENT**

### **4.1 Reservation of Rights**

The County reserves the right to refuse any and all proposals, in part, or in their entirety, or select certain products from various Respondent proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of the County. The County is not committed, by virtue of this RFQ, to award a contract, or to procure or contract for services. The proposals submitted in response to this request become the property of the County. If it is in its best interest to do so, the County reserves the right to:

- A. Make selections based solely on the proposals or negotiate further with one or more Respondents. The Respondent selected will be chosen on the basis of greatest benefit to the County as determined by an evaluation committee.
- B. Negotiate contracts with the selected Respondents.
- C. Award a contract to more than one Respondent.

### **4.2 Contract Negotiation**

Negotiations may be undertaken with those Respondents whose proposals prove them to be qualified, responsible, and capable of fulfilling the requirements of this RFQ. The contract that may be entered into will be the most advantageous to the County, price and other factors considered. The County reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such action is in the best interest of the County. Attached as RFQ Appendix A is a copy of the Standard Monroe County Contract which contains mandatory provisions.

Negotiations do not include revisions to the mandatory provisions depicted in Appendix A. Respondents must take exception as instructed in Section 3.5.I. if necessary. Any exceptions will be evaluated by the Monroe County Law department prior to proposal rating.

### **4.3 Acceptance of Proposal Content**

The contents of the proposal of the successful Respondent may become contractual obligations, should a contract ensue. Failure of a Respondent to accept these obligations may result in cancellation of the award. The awarded respondent will be required to provide Monroe County with a *Word* version of its final proposal.

### **4.4 Prime Responsibilities**

**The selected Respondent will be required to assume responsibility for all services offered in its proposal whether or not provided by them.** The selected Respondent will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of non-performance of any of its subcontractors. Further, the County shall approve all subcontractors and will consider the selected Respondent to be the sole point of contact with regard to

contractual matters, including payment of any and all charges resulting from the contract.

#### **4.5 Property Rights**

For purposes of this RFQ and for the contract, the term “Work” is defined as all data, records, files, information, work products, discs or tapes developed, produced or generated in connection with the services to be provided by the Respondent. The County and the Respondent intend the contract to be a contract for services and each considers the Work and any and all documentation or other products and results of the services to be rendered by the Respondent to be a work made for hire. In submitting a proposal in response to this RFQ, the Respondent acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of the County.

The Respondent and the Respondent’s employees shall have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of the County. Any property or Work not specifically included in the Contract as property of the Respondent shall constitute property of the County.

In addition to compliance with the right to audit provisions of the contract, the Respondent must deliver to the County, no later than the twenty-four (24) hours after receipt of the County’s written request for same; all completed, or partially completed, Work and any and all documentation or other products and results of the services under such contract. The Respondent’s failure to timely deliver such work or any and all documentation or other products and results of the services will be considered a material breach of the contract. With the prior written approval of the County, this twenty-four (24) hour period may be extended for delivery of certain completed, or partially completed, work or other such information, if such extension is in the best interests of the County.

The Respondent will not make or retain any copies of the Work or any and all documentation or other products and results of the services provided under such Contract without the prior written consent of the County.

#### **4.6 Contract Payment**

Actual terms of payment will be the result of agreements reached between Monroe County and the Respondent selected.

#### **4.7 Media Release**

Media releases pertaining to this RFQ or the services to which it relates will not be made without prior approval by the County and then only in coordination with the County Department of Communications and Special Events.



#### **4.8 Notification of Respondent Selection**

All Respondents who submit proposals in response to this RFQ will be notified by the RFQ Coordinator of acceptance or rejection of their proposal.

#### **4.9 Independent Price Determination**

- A. By submission of a proposal, the Respondent certifies, and in case of a joint proposal, each party thereto certifies as to its own organization, that in connection with the proposal:
  - (1) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, with any other Respondent or competitor for the purpose of restricting competition; and
  - (2) No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- B. Each person signing the proposal certifies that:
  - (1) They are the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal and they have not participated and will not participate in any action contrary to A (1) and (2) above; or
  - (2) They are not the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to A (1) and (2) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to A (1) and (2) above.
- C. A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify A (1) and (2) above.

#### **4.10 Incurring Costs**

The County is not liable for any costs incurred by Respondent prior to the effective date of the contract.

#### **4.11 Material Submitted**

All right, title and interest in the material submitted by the Respondent as part of a proposal shall vest in Monroe County upon submission of the Respondent's proposal to Monroe County without any obligation or liability by Monroe County to the

Respondent. Monroe County has the right to use any or all ideas presented by a Respondent.

Monroe County reserves the right to ownership, without limitation, of all proposals submitted. However, because Monroe County could be required to disclose proposals under the New York Freedom of Information Law (Public Officers Law §§ 84 – 90), Monroe County will, to the extent permitted by law, seek to protect the Respondent's interests with respect to any trade secret information submitted as follows:

Pursuant to Public Officers Law § 87, Monroe County will deny public access to Respondent's proposal to the extent the information constitutes a trade secret, which if disclosed would cause substantial harm to the Respondent's competitive position, provided the Respondent identified the information it considers to be a trade secret and explains how disclosure would cause harm to the Respondent's competitive position.

#### **4.12 Indemnification**

The Respondent shall defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Respondent, its agents or employees, the provision of any products by the Respondent, its agents or employees, arising from any act, omission or negligence of the Respondent, its agents or employees, or arising from any breach or default by the Respondent, its agents or employees under the Agreement resulting from this RFQ. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Respondent.

#### **4.13 Proposal Certification**

The Respondent must certify that all material, supervision, and personnel will be provided as proposed, at no additional cost above the proposal price. Any costs not identified and subsequently incurred by the County must be borne by the Respondent. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the Respondent.

## **APPENDIX A:**

### **SAMPLE STANDARD MONROE COUNTY CONTRACT**

*The County contemplates that, in addition to all terms and conditions described in this RFQ, final agreement between the County and the selected Respondent will include, without limitation, the terms contained in this Appendix A, Standard Monroe County Contract.*

*Respondents should note that, at a minimum, all the contractual provisions included in the sample contract herein will automatically be deemed part of the final Contract. Although such provisions will govern all proposals as submitted, the County may later amend such provisions. The sample contract is included so that all proposals will be governed by the same contractual terms*

### **AGREEMENT**

THIS AGREEMENT which shall be deemed to be dated as of the date the last party executed this agreement, by and between MONROE COUNTY, a municipal corporation, with offices at 39 West Main Street, Rochester, New York 14614, hereinafter referred to as the "COUNTY", and \_\_\_\_\_, with offices at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR".

### **WITNESSETH:**

**WHEREAS**, the County is desirous of obtaining the services of the CONTRACTOR to perform the scope of work set forth in Section 1 hereof, and

**WHEREAS**, the COUNTY issued a Request for Qualifications ("RFQ") on \_\_\_\_\_ and

**WHEREAS**, the CONTRACTOR submitted a proposal dated \_\_\_\_\_ to perform the required services, and

**WHEREAS**, the RFQ selection committee recommended the award, and

**WHEREAS**, the CONTRACTOR is willing, able, and qualified to perform such services,

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth the parties hereto mutually agree as follows:

#### **I. SERVICES**

The Contractor agrees to all services related to \_\_\_\_\_ in accordance with the County's Request for Qualifications and the Scope of Services (Attachment C), and in accordance with the provisions of this agreement. No changes or modifications of said Proposal, including the budget contained therein as approved by the County Office, and no expenditures or encumbrances other than in compliance with said budget as approved, shall be

made by the Contractor without the express written approval of the County Office.

## **II. TERM OF CONTRACT**

The term of this Agreement shall be for the period of \_\_\_\_\_ through \_\_\_\_\_.

This Agreement shall remain in effect for the period specified above, unless it is terminated by either party hereto, upon 45 day's prior written notice sent by registered or certified mail to the County's Department of Human Services Commissioner. This notice shall be sent to the respective party at the addresses first above set forth or at such other address as specified in writing by either party. Upon termination of this Agreement, the Contractor shall have no further responsibility to the County or to any other person with respect to those services specified in this Agreement. Upon termination of this Agreement, the County shall be obligated to pay the Contractor for services only performed through the date of termination. Following such payment, the County shall have no further obligations to the Contractor under this Agreement.

## **III. PAYMENT FOR SERVICES**

Payment by the County for the sum(s) herein contracted for shall be made upon the submission of properly executed Monroe County claim vouchers, supported with such information and documentation necessary to substantiate the voucher, approved by the County's Director of Communications, or by his/her designee, and audited by the Controller of the County.

The County may audit records relating to expenses for services provided by the Contractor pursuant to this Agreement at any time during this Agreement and through and including twelve (12) months following this Agreement.

The Contractor shall prepare and make available such statistical and financial service and other records requested by the County. These records shall be subject at all reasonable times to inspection, review or audit by the County, the State of New York and other personnel duly authorized by the County. These records shall be maintained for the period set forth in the State regulations.

## **IV. EXECUTORY NATURE OF CONTRACT**

This Agreement shall be deemed executory only to the extent of the funding available and the County shall not incur any liability beyond the funds annually budgeted therefore. The County may make reductions in this Agreement for the loss/reduction in State Aid or other sources of revenues. If this occurs, the Contractor's obligations regarding the services provided under this Agreement may be reduced correspondingly.

## **V. RIGHT TO INSPECT**

Designated representatives of the County shall have the right to monitor the provision of services under this Agreement which includes having access at reasonable times and places to the Contractor's employees, reports, books, records, audits and any other material relating to the delivery of such services. The Contractor agrees to maintain and retain all pertinent records related to this Agreement for a period of ten (10) years after final payment.

## **VI. CONFIDENTIAL INFORMATION**

- A. For the purpose of this Agreement, "Confidential Information" shall mean information or material proprietary to the County or designated as "Confidential Information" by the County, and not generally known by non-County personnel, which Contractor may obtain knowledge of or access to as a result of a contract for services with the County. The Confidential Information includes, but is not limited to, the following types of information or other information of a similar nature (whether or not reduced to writing): methods of doing business, computer programs, computer network operations and security, finances and other confidential and proprietary information belonging to the County. Confidential Information also includes any information described above which the County obtained from another party which the County treats as proprietary or designates as Confidential Information, whether or not owned or developed by the County. Information publicly known and that is generally employed by the trade at the time that Contractor learns of such information or knowledge shall not be deemed part of the Confidential Information.

### **1. Scope of Use**

- a. Contractor shall not, without prior authorization from the Monroe County or its designee, acquire, use or copy, in whole or in part, any Confidential Information.
- b. Contractor shall not disclose, provide or otherwise make available, in whole or in part, the Confidential Information other than to those employees of Contractor who have executed a confidentiality agreement with the County, have a need to know such Confidential Information, and who have been authorized by Monroe County or its designee, to receive such Confidential Information.
- c. Contractor shall not remove or cause to be removed, in whole or in part, from County facilities, any Confidential Information, without the prior written permission of Monroe County or its designee.
- d. Contractor shall take all appropriate action, whether by instruction, agreement or otherwise, to insure the protection, confidentiality and security of the Confidential Information and to satisfy its obligations under this Confidentiality Agreement.

## 2. Nature of Obligation

Contractor acknowledges that the County, because of the unique nature of the Confidential Information, would suffer irreparable harm in the event that Contractor breaches its obligation under this Agreement in that monetary damage would be inadequate to compensate the County for such a breach. The parties agree that in such circumstances, the County shall be entitled, in addition to monetary relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the County.

## **VII. GENERAL PROVISIONS**

This Agreement constitutes the entire Agreement between the County and the Contractor and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of law principles.

## **VIII. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE**

Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

## **IX. MISCELLANEOUS**

a. The Contractor agrees to comply with all confidentiality and access to information requirements in Federal, State and Local laws and regulations.

b. The parties agree that the following attachments are part of this agreement:

ATTACHMENT A:	Standard Assurances and Certifications
ATTACHMENT B:	Reimbursement for Services
ATTACHMENT C:	Scope of Service/Deliverables
ATTACHMENT D:	Debarment Certification
ATTACHMENT E:	Federal Audit Compliance

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the last day and year written below.

**COUNTY OF MONROE DIVISION OF SOCIAL SERVICES**

By \_\_\_\_\_  
Kelly A. Reed, Commissioner

State of New York    )  
                                  )       ss:  
County of Monroe    )

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared KELLY A. REEED, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signatures on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**NAME OF CONTRACTOR**

By \_\_\_\_\_  
Name, Title  
Federal ID Number or Social Security Number:

State of New York    )  
                                  )       ss:  
County of Monroe    )

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public



## **ATTACHMENT A**

### **STANDARD ASSURANCES AND CERTIFICATIONS**

#### **1. COMPLIANCE WITH LAW, REGULATION**

If and so long as funds are programmatically available, the services furnished by the contractor to persons determined by the Division to be eligible and purchased by the Division shall be in accordance with applicable law and regulation as well as directives and standards prescribed by the Division and appropriate New York State Agencies and the Federal Government. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

#### **2. CONTRACTOR COOPERATION**

Contractor agrees to cooperate with the Division, as may be required, so that the Division and appropriate New York State Agencies will be able to fulfill their function and responsibilities under applicable provisions of the Social Security Act and the Social Services Law and be able to meet all of the applicable requirements, both State and Federal pertaining thereto.

#### **3. MONITORING CONTRACT/ACCESS TO RECORDS**

The Contractor agree to maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. The Division will be monitoring Contractor's performance to ensure compliance with the contract. Designated representatives of Division, the State Department of Social Services, and the Federal Government shall have a right to monitor the provision of services under this agreement which includes having access at reasonable times and places to the Contractor's employees, reports, surveys, books, records, audits, case conferences and any other material relating to the cost or delivery of such services for inspection, review, or audit by State or County personnel and other personnel duly authorized by the Division, as well as by Federal personnel when Federal funds are being utilized in making payments to the Contractor. The Contractor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at times prescribed by and on forms furnished by the Division and duly authorized by the State Department of Family Assistance. The Contractor agrees to maintain and retain all program, fiscal and statistical records as prescribed by the Division for a period of six (6) years after delivery of service and final payment.

The Contractor shall provide to the Division copies of its certified public accountant prepared financial statements, prepared in accordance with generally accepted accounting principles, and management letter within ninety (90) days after the end of the Contractor's fiscal year.

The Contractor agrees to comply with all confidentiality and access to information requirements in Federal, State and Local laws and regulations.

The Contractor shall deliver monitoring reports to the Division in a manner prescribed by the Division.

### 3.1 HOUSING CONTRACTS

~~If this is a contract for housing, the following shall apply:~~

#### All Housing contracts

~~The Contractor shall submit a report to the Emergency Housing Coordinator of the Division within 10 days of the end of each month detailing the number of Division clients served in that month, including the number of actual beds days used.~~

#### Transitional Housing contracts

~~If this is a transitional housing contract, the Monroe County Division of Social Services shall approve in writing all requests for entry to the transitional housing provided from Contractor by assessing the client and notifying the Contractor in writing prior to assuming payment for said client.~~

~~Additionally, Contractor shall submit to Emergency Housing Coordinator of the Division a monthly status report on each client within ten (10) business days of the close of each month.~~

~~The Division shall determine the appropriate length of stay for each client and shall inform Contractor of a departure date for the client to exit the transitional housing.~~

~~The report shall also include submitting an independent living plan and monthly updates on client progress towards goals for those in Transitional Housing.~~

~~Contractor shall not be reimbursed for clients **admitted to the Contractor's transitional housing facility prior to the written approved date or for clients** remaining in the transitional housing beyond the departure date established by the Division.~~

### 3.2 PREVENTIVE SERVICES CONTRACTS

~~If this is a preventive services contract, the Contractor shall submit a report to the Manager of Child and Family Services of the Division within 10 days of the end of each month detailing the number of Division clients served in that month, including the number of service units utilized.~~

### 3.3 FOSTER CARE

~~If this is a foster care contract, the Contractor shall submit a report to the Manager of Child and Family Services of the Division within 10 days of the end of each month detailing the number of Division clients served in that month, including the number of bed days utilized.~~

## 4 AUDIT

The Division will be auditing Contractor's performance to ensure compliance with the contract. Auditing will include site visits by the Division of its designated representatives to review financial records requested among other records. The Division will give 10 business days' notice to contractors if selected for auditing. The Contractor will provide all records requested by the Division and/or the auditing firm to complete the auditing.

At the completion of the audit, the Contractor shall prepare a corrective action plan to address each finding included in the current year's audit report. The corrective action plan shall provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If the Contractor does not agree with the findings or believes corrective action is not required, then the corrective action plan shall include an explanation and specific reasons. This plan shall be submitted within 30 days from the date of the report.

## 5 AUDIT REMEDIES

Contracts will be renewed only when all prior audit findings have been satisfactorily closed. Utilization of this remedy shall not foreclose the Division from any other remedies that it may have.

## 6 BUDGET

~~A budget prepared in accordance with the electronic form developed and provided by the Division is to be delivered to the Contracts Office of the Purchasing and Central Services unit of Monroe County in the form and time frame prescribed by the County. The budget line items shall provide sufficient detail to determine the cost and quantity of services to be delivered. The budget submission shall include supporting information, including a program narrative. Budgets shall be submitted to the electronic address specified by the Division. G/M overhead is capped at 15% of personal services, if applicable.~~

~~Certain costs shall be unallowable charges to any Division contract. These unallowable costs shall include, but not be limited to, the following:~~

- ~~• Advertising/marketing costs~~
- ~~• Alcoholic beverages~~
- ~~• Bad debts~~
- ~~• Contributions/donations~~
- ~~• Fundraising activities~~
- ~~• Legal costs relating to any lawsuits~~
- ~~• Staff travel/meetings/conferences~~
- ~~• Entertainment costs~~
- ~~• Fines/penalties~~
- ~~• Personal use of goods or services~~
- ~~• Building and land improvements (including leasehold improvements)~~

## **7 FAIR HEARINGS**

Contractor acknowledges that eligible individuals receiving services under this contract may be entitled to request a Fair Hearing to appeal matters relating to the provision of services. Contractor agrees to cooperate and participate in the Fair Hearing process as directed by the Division or appropriate New York State Agencies, consistent with applicable law and regulation, regarding services provided under this contract. Such cooperation and participation shall include, but not be limited to, providing testimony, reports, records and documents at, and in preparation for Fair Hearings, aid continuing in appropriate cases, and compliance with Fair Hearing decisions.

## **8 SUBCONTRACTS/ASSIGNMENT**

The Contractor shall not enter into subcontracts for services to be provided through this contract without the Division's written permission. In the event a subcontract is permitted by the Division, the Contractor remains responsible for the performance of the subcontractor and the form and substance of the subcontract shall be consistent with 18 NYCRR Part 405, if applicable. This contract may not be assigned by the Contractor or its right, title, or interest therein assigned, transferred conveyed, sublet or disposed of without the previous consent, in writing of the Division.

## **9 CONFIDENTIALITY/HIV-RELATED INFORMATION**

The Division and the Contractor shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information including, but not limited to, 18 NYCRR 357 and each agrees not to allow examination of records or disclose information, except that examination of records by the District and/or the New York State Department of Health and/or the State Department of Family Assistance agency as may be necessary to assure that the purpose of the Agreement will be effectuated, and also to otherwise comply with the District's requirements and obligations under law will be allowed.

The parties acknowledge that contractors authorized to have access to confidential child protective service information, are authorized under SSL §422.4 (A)(q) to re-disclose child protective service information, including records, reports or other information only when necessary for the establishment or implementation of a plan of service for a child or a child's family and only to preventive service agencies or other persons or agencies identified by the Division as providing services to the same child or family, or pursuant to specific client consent or court order.

Contractors, their staff, employees, members or agents, who, in providing services under this contract are likely to have, obtain or receive health history information related to an individual who has been diagnosed as having AIDS or an HIV-related illness or an HIV infection or laboratory tests performed on an individual for HIV-related illness, hereby agree and represent that they have developed and implemented procedures which:

9.1 Ensure the protection of such health history;

9.2 Inform such staff, employee, members or agents, to whom confidential HIV-related information is disclosed, of the penalties and fines for re-disclosure in violation of State Law and regulation, in accordance with 18 NYCRR, Part 403 and Public Health Law § 2782; and

9.3 Require that any disclosure of confidential HIV-related information must be accompanied by a written statement as follows:

"This information has been disclosed to you from confidential records which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient for further disclosure."

## **10 LICENSES, CERTIFICATIONS, AND PERMITS**

The Contractor shall procure and keep in effect for the duration of the Agreement all licenses, certifications, or permits required by the Federal government, New York State or local governments and, where applicable, shall post such licenses, certifications, or permits in a prominent place, as required.

## **11 ANTI-DISCRIMINATION REQUIRMENTS**

During the performance of the Agreement, the Contractor agrees as follows:

11.1. The Contractor agrees that in carrying out its activities under the terms of this Agreement, that it shall not discriminate against any person due to race, color, creed, genetic disposition or carrier status, sexual orientation, sex, age, disability, marital status, military status, or national origin, and that at all times, it will abide by the applicable provisions of the Human Rights Law of the State of New York as presently set forth in Sections 290-301 of the Executive Law of New York State.

Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

11.2 The Contractor will send to each labor union or representative of workers with which it has or is bound by a collective bargaining agreement or other agreement of understanding, a notice, to be provided by the State Division of Human Rights, advising such labor unions or representative of the Contractor's agreement under clauses 11.1 through 11.7 (hereinafter call "non-discrimination clauses".)

If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this agreement, the Contractor shall request such labor union or representative to furnish it with a written statement that such labor union or representative will not discriminate because of age, sex, race, creed, color, national origin sexual orientation, military status, disability, predisposing genetic characteristics, or marital status and that such labor union or representative either will affirmatively cooperate, within the

limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and terms and conditions of employment under this agreement shall be in accordance with the purposes and provisions of these non-discrimination clauses.

If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Division of Human Rights of such failure or refusal.

11.3 The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the NYS Division of Human Rights setting forth the substance of provisions of clauses A and B and such provisions of New York State laws against discrimination as the NYS Division of Human Rights shall determine.

11.4 The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, color, national origin, sexual orientation, military status, disability, predisposing genetic characteristics, or marital status.

11.5 The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the New York State (NYS) Division of Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to its books, records and accounts by the NYS Division of Human Rights, the NYS Attorney General and Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

11.6 This agreement may be forthwith canceled, terminated, suspended in whole or in part, by the County Office upon the basis of a finding made by the NYS Division of Human Rights that the Contractor may be declared ineligible for future contracts made by or on behalf of New York State or public authority or agency of New York State, until it satisfies the NYS Division of Human Rights that it has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses.

Such findings shall be made by the NYS Division of Human Rights after conciliation efforts by the Division failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Division, notice thereof has been given to the Contractor and an opportunity has been afforded it to be heard publicly before three members of the Division.

Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

11.7 The Contractor will include the provisions of clauses 11.1 through 11.6 in every subcontract or purchase order in such manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within New York. The Contractor will take such action in enforcing such provisions of such subcontract or

purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance.

If the Contractor becomes involved in or is threatened with litigation by a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of Monroe County and the State of New York.

## **12 RENEGOTIATION**

The parties agree to re-negotiate this Agreement in the event that the Federal Department of Human Services or appropriate New York State Agencies, issue new or revised requirements binding on the Division as a condition for receiving continued Federal or State reimbursement.

## **13 AMENDMENT**

This Agreement may be amended whenever determined necessary by the Division and the Contractor. All amendments must be in writing, duly signed by both parties and be annexed to the Contract.

## **14 WRITTEN CONTRACT**

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understanding, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist, or to bind any of the parties hereto.

## **15 PROFESSIONAL STANDARDS/SUSPENSION**

The Contractor assures and agrees that it will fully perform the services described in this contract in accordance with generally accepted professional standards, and in a manner satisfactory to the Division. In the event that such services are not performed in accordance with the provisions of this section, the Division, in addition to any other available remedies, may suspend the operation of the services herein at any time during the term of the Agreement by giving at least ten (10) days written notice to the Contractor of the suspension date, and the reason therefor. Any such suspension continuing for a period of sixty (60) consecutive days shall constitute a termination of the Agreement.

## **16 TERMINATION**

This Agreement may be terminated at any time upon sixty (60) days written notice by either party to the other party, without incurring any penalty on account of such termination.

Notwithstanding the provisions of the above paragraph, the Division may terminate this agreement immediately upon written notice to the Contractor upon the happening of any of the following:

16.1 Funding for the services to be performed under this contract is terminated, modified or curtailed.

16.2 The Contractor becomes bankrupt, insolvent or makes an assignment for the benefit of creditors.

16.3 The Contractor violates any of the terms and conditions of this agreement, or any relevant statute or regulation.

16.4 The Division determines that the services performed by Contractor do not adequately meet the standards of quality as prescribed by State and Federal governments.

## **17. ACCREDITATION**

The Contractor represents and warrants to the County and Division that it and its employees is duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possesses as of the date of its execution of this Agreement, and it will maintain throughout the term hereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

The Contractor further assures that all professional staff are qualified for their positions and all educational records and other credentials are genuine and on file. The records are to include but not limited to proof of: academic degrees, continuing education transcripts, state certifications, and professional licenses.

## **18. INDEPENDENT CONTRACTOR**

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself in accordance with such status, that its individual members, directors, officers, employees and agents are not and shall not hold themselves out or claim to be officers or employees of Monroe County or the Division or make claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including, but not limited to Workmen's Compensation, New York State Disability Benefits coverage, or retirement membership or credits or to any rights accruing to County's employees.

## **19. INSURANCE**

The Contractor will at its own expense, obtain and maintain policies of insurance during the term of this agreement. The policies shall include the following: standard Worker's Compensation Insurance and statutory New York State Disability Benefits Insurance, or its equivalent; comprehensive general liability insurance (including, without limitation, contractual liability) covering bodily injury and property damage, with limits of liability in the amount of \$1,000,000 or more for each occurrence and an aggregate of \$3,000,000; automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury and property damage. Original certificate evidencing such



coverage and indicating that such coverage will not be canceled or amended in any way without ten (10) days prior written notice to the Division, shall be delivered to the Division before final execution of this Agreement and original renewal certificates conforming to the requirements of this section shall be delivered to the Division at least sixty (60) days prior to the policy expiration date. Contractor's insurance shall provide for and name the **County of Monroe** and the **Monroe County Division of Social Services** as additional insured. All policies of insurance shall be issued by companies in good financial standing, duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the Division.

## **20. INDEMNIFICATION**

Notwithstanding the limits of any policy of insurance provided by the Contractor, pursuant to this Agreement, the Contractor agrees to indemnify and hold harmless Monroe County and the Division, their officers, employees and agents, and, at the request of the County and/or the Division, defend the County and the Division, their officers, employees, and agents against any and all claims, judgments, costs, awards, liability, loss, damage, suit and expense of any kind (including attorney's fees or costs of litigation) which may be incurred by the County and/or the Division, their officers, employees or agents by reason of or in consequence of the fault, failure, omission or negligence of the Contractor, its agents, officers, members, directors or employees, including any misrepresentation or breach of warranty made herein, or the failure of Contractor to carry out its duties in connection with this Agreement. The Contractor shall not be required to indemnify the County or the Division for any damage or loss arising from any negligent acts or omissions or willful misconduct of such County entities or personnel.

## **21. FEDERAL SINGLE AUDIT**

SEE APPENDED ATTACHMENT REGARDING FEDERAL SINGLE AUDIT\* COMPLIANCE

\*with respect to FEDERAL SINGLE AUDIT documents (as described in OMB Circular A-133 Audit of Expenditures under Federal Grants, Contracts and Other Agreements)....please note, mail one (1) audit report to each of the following:

**Monroe County Internal Audit Unit**

**402 County Office Building**

**39 West Main Street**

**Rochester, NY 14614**

**AND**

**Monroe County Purchasing & Central Services**

**200 County Office Building**

**39 West Main Street**

**Rochester, NY 14614**

## **22. NOTICE OF JOB VACANCIES**

The contractor recognizes the continuing commitment on the part of Monroe County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.

The contractor agrees to notify the County when the contractor has or is about to have a job opening for a full time position within Monroe County or any contiguous county. Such notice shall be given as soon as practicable after the contractor has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as required by the Employment Coordinator. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per work week, location and qualifications (education and experience).

Notice shall be given in writing to:

**Employment Coordinator**

**Monroe County Department of Human Services**

**111 Westfall Road, Room 204**

**Rochester, NY 14620**

**Telephone #: (585) 753-6322**

**Fax #: (585) 753-6096**

The contractor recognizes that this is an opportunity to make a good faith effort to work with Monroe County for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice. Any decisions made by the contractor to hire any individual referred by or through the County shall be voluntary and based solely upon the contractor's job requirements and the individual's qualifications for the job, as determined by the contractor.

If the contractor is a local municipality within Monroe County, the following subparagraph (e) should be added:

If the contract is a local municipality within Monroe County, said municipality shall be subject to the above subparagraphs, except that said municipalities shall not be required to give notice where the position is subject to a published civil service list.

## **23. LOBBYING**

As required by Section 1352, Title 31 U.S.C., and implemented at 34 CFR Part 82, Sec. 82.105 and 82.110, the Contractor certifies that:

No Federal appropriated funds will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the Contractor shall complete and submit Federal Standard Form 111, DISCLOSURE FORM TO REPORT LOBBYING, in accordance with its instructions.

## **24. DEBARMENT AND SUSPENSION**

SEE APPENDED ATTACHMENT REGARDING DEBARMENT CERTIFICATION

## **25. DRUG-FREE WORKPLACE**

As required by the Drug-Free Workplace Act of 1988, and implemented at 40 CFR Part 32, the Contractor certified that it will provide a drug-free workplace by:

Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

Establishing an ongoing drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace.
- The contractor's policy of maintaining a drug-free workplace.
- Any available drug counseling, rehabilitation, and employee assistance program.
- The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace.

Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph a.

Notifying the employee in the statement required by paragraph a., that as a condition of employment under this contract, the employee will:

- Abide by the terms of the statement.

- Notify the employer in writing of his or her conviction for a violation of a criminal drug statute **occurring in the workplace** no later than five calendar days after such conviction.

Notifying, in writing within 10 calendar days after having received notice under subparagraph d from an employee or otherwise receiving actual notice of such conviction, the Division.

Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d., with respect to any employee who is so convicted:

- Taking appropriate personnel action against such an employee, up to and including termination including termination, consistent with the requirements of the Rehabilitation Act of 1973, or
- Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by an appropriate agency.

Making a good faith effort to continue to maintain a drug-free workplace through the above steps.

## **26. PROPERTY REQUIREMENTS**

The Contractor agrees that all property with a useful life of more than two years and a cost of \$500 or more, purchased in connection with this Agreement becomes the property of the DIVISION and is subject to all Federal and State regulations governing such property.

The Contractor agrees to provide the Division with copies of receipts for the purchase of all such equipment.

The Contractor agrees to notify the Division in writing upon the loss, theft, or damage of any such equipment.

The Contractor agrees that within 45 days of the termination date of this Agreement, or upon request of the Division, all such equipment in the possession of the Contractor will be delivered to the Division.

## **27. CHILD ABUSE/STATE REGISTRY REQUIREMENTS**

The Contractor agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

The Contractor understands that Sections 413-420 of the Social Services Law requires that Physicians, Registered Nurses, Social Services Workers, Day Care Center Workers, Child Care Workers, Mental Health Professionals and Psychologists report cases of suspected child abuse or maltreatment to the Local Register (461-5690) or to the New York State Child Abuse and Maltreatment Register (1-800-342-3720) when they have reasonable cause to suspect that a child coming before them in their professional capacity is an abused or maltreated child. When such a person is required to report under this title, he shall immediately notify the person in charge of such agency who shall then become responsible

to report or cause reports to be made. Persons, officials or institutions participating in good faith making a report, taking photographs or removing or keeping a child pursuant to the law shall have immunity from any liability that may result. Any such person, official or institution who willfully fails to report suspected child abuse or maltreatment shall be guilty of a Class A misdemeanor and shall be civilly liable for damages.

The Contractor understands that the Division is required by New York State Law and Administrative Directive 86-43 to have individuals (e.g. applicants for employment, employees, volunteers, consultants, and other providers of service, etc.) who will have the potential for regular and substantial contact with children, to be screened through the New York State Child Abuse Registry. The Contractor agrees to cooperate with the Division in order for the Division to meet the requirements of 86 ADM-43, including but not limited to, having individuals as noted above complete form DSS-3370 and to submit such forms to the Division. Upon being notified that an individual is the subject of an indicated report, the Division shall follow the provisions of 86 ADM-43 regarding making use of that individual's services.

## **28. TITLE TO WORK**

The title to all work performed by the Contractor and any unused material or machinery purchased by the Contractor with funds provided by the Division in order to accomplish the work hereunder shall become legally vested to the Division upon the completion of the work required under this agreement.

No information relative to this Agreement shall be released by the Contractor or its employees for publication, advertising or any other purpose without the prior written approval of the Division. The Contractor hereby acknowledges that programs described herein are supported by this Agreement by the Division and the Contractor agrees to state this fact in any and all publicity, publications and/or public information releases.

## **29. USAGE OF COMPUTER AND ELECTRONIC EQUIPMENT**

The Contractor acknowledges and agrees that usage of any computer hardware, computer software ,and/or electronic equipment used in the course of carrying out duties under this Agreement will be governed by all applicable laws, rules and regulations.

## **30. BACKGROUND CHECKS**

Contractor remains, at all times during the term of this Agreement, responsible for the actions or inactions of its volunteers, agents, and servants providing services pursuant to this Agreement. Such responsibility includes conducting criminal and other background checks for all such persons prior to said service.

## **31. NO-WAIVER**

In the event that the terms and conditions of this Agreement are not strictly enforced by the County, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the County from enforcing each and every term of this Agreement thereafter.

### **32. SEVERABILITY**

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

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**ATTACHMENT B**  
**REIMBURSEMENT FOR SERVICES**

1. In consideration of the actual services to be performed by the Contractor pursuant to this Agreement, the Division agrees to pay, and the Contractor agrees to accept payments not to exceed \_\_\_\_\_ **DOLLARS (\$\_\_\_\_\_)**. Payment under this Agreement is conditional upon the continued availability of State funds for this purpose and upon continued availability of funding appropriated by the County Legislature for this purpose. Should such funds become unavailable or the Monroe County Department of Social Services Budget fail to approve sufficient funds to complete this program according to the amount set forth in this paragraph, the Department may terminate this Agreement in accordance with the provisions of Attachment A, Section 16, and the Contractor shall be relieved of any obligation to continue program activities beyond the period for which funds shall have actually been allocated.
2. The total amount payable under this Agreement shall not exceed the lesser of (a) actual expenses incurred during the contract term or (b) the contract ceiling specified in Paragraph 1.
3. The Contractor shall submit standard Monroe County Claim Vouchers in a form satisfactory for payment to the Division. All vouchers for payment under this Agreement shall include all documentation specified by the Division to ensure that the Contractor has complied with the provisions of this Agreement. Vouchers must be received within thirty [30] days of service delivery.
4. The Department agrees to pay the Contractor for actual expenses incurred based upon the submission of a claim voucher, which is to be directed to \_\_\_\_\_, **111 Westfall Road, Rochester, NY 14620** where it will be initialed and dated prior to forwarding for payment.
5. Neither claims for periods of time not expressly included under this Agreement or any amendment hereto, nor claims made against an amendment prior to approval of said amendment by the Division shall be considered proper claims for payment. In addition, the Division will not process a voucher unless, and until, this Agreement is approved by the Director.
6. The Contractor shall submit the final voucher within thirty (30) days of the completion or termination date of this Agreement. Vouchers submitted past the thirty (30) day deadline are subject to non-payment.
7. The Division agrees to pay the Contractor for services provided on behalf of fulfilling this Agreement, in accordance with Paragraph 1.
8. The Contractor agrees that no part of any submitted claim will have previously been paid either by the State or by any other funding source.
9. The Contractor agrees that funds received from other sources for specific services already paid for by the Division shall be reimbursed to the Division.

10. Notwithstanding any other provisions of this Agreement, in no event shall the Division's liability for payment under this Agreement exceed the amount set forth in Paragraph 1.



**ATTACHMENT C**  
**SCOPE OF SERVICES/DELIVERABLES**

**ATTACHMENT D**  
**DEBARMENT CERTIFICATION**

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  2. Have not within a three-year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
  4. Have not within a three-year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
-

## ATTACHMENT E

### Federal Audit Compliance

**Compliance with Federal Single Audit Act:** In the event the Contractor is a recipient through this Agreement, directly or indirectly, of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in Federal Office of Management and Budget Circulars A- 102, A-110 and A-133, and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

Of the amount specified in § 2 of this Agreement, ZERO Dollars (\$0.00) of such amount or \_\_\_\_\_ percent (\_\_\_\_%) of such amount, is being passed-through the County from the United States Government under the following:

Award Name: \_\_\_\_\_

Award Number: \_\_\_\_\_

Award Year: \_\_\_\_\_

Name of Federal Agency: \_\_\_\_\_

Catalog of Federal Domestic

Assistance (CFDA) Number: \_\_\_\_\_

The Award [ ] is [ ] is not related to Research and Development.

If on a cumulative basis the Contractor expends Five Hundred Thousand and no/100 Dollars (\$500,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Circular A-133) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the County.

If on a cumulative basis the Contractor expends less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Contractor's fiscal year end to:

**Monroe County Internal Audit Unit  
402 County Office Building**

**39 West Main Street  
Rochester, New York 14614**

**AND**

**Purchasing & Central Services  
200 County Office Building**

**39 West Main Street  
Rochester, New York 14614**

**Right of Inspection and Audit:** The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under this Agreement.

**Survival of Right of Inspection and Audit:** The County's right of inspection and audit pursuant to this Agreement shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the County under this Agreement.